

RECORDATION NO. 18863-K
FILED

NOV 18 '11 -1 30 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

November 18, 2011

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Madam/Sir

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Amendment to Indenture Supplement No. 3 (Amtrak Trust 94-B), dated November 18, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Trust Indenture and Security Agreement (Amtrak Trust 94-B) and Indenture Supplement No. 3 (Amtrak Trust 94-B) previously filed with the Commission under Recordation Number 18663-A and 18863-G, respectively.

The names and addresses of the parties to the enclosed document are

Indenture Trustee Wells Fargo Bank Northwest, National
Association
79 South Main Street
Salt Lake City Utah 84111

Owner Trustee Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890

Chief
Section of Administration
November 18, 2011
Page 2

A description of the railroad equipment covered by the enclosed document
is

1 Superliner Sleeper AMTK 32018 ADDED and 1 Superliner II Sleeper
AMTK 32103 TERMINATED to the Lease Supplement

A short summary of the document to appear in the index is

Amendment to Indenture Supplement No 3 (Amtrak Trust 94-B)

Also enclosed is a check in the amount of \$41 00 payable to the order of
the Surface Transportation Board covering the required recordation fee

Kindly return stamped copies of the enclosed document to the
undersigned

Very truly yours,



Edward M Luria

EML/bhs
Enclosures

DEC 18 '11 -1 30 PM

**AMENDMENT TO INDENTURE SUPPLEMENT NO. 3
(AMTRAK TRUST 94-B)**

SURFACE TRANSPORTATION BOARD

THIS AMENDMENT TO INDENTURE SUPPLEMENT NO. 3 dated November 18, 2011 (the "**Amendment**") between **WILMINGTON TRUST COMPANY**, a Delaware trust company, not in its individual capacity, but solely as Owner Trustee under the Trust Agreement (the "**Owner Trustee**") and **WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION**, a national banking association, as Indenture Trustee (the "**Indenture Trustee**") hereby amends that certain Indenture Supplement No. 3 (Amtrak Trust 94-B) dated December 23, 1994 (the "**Indenture Supplement**") to that certain Trust Indenture and Security Agreement (Amtrak Trust 94-B) dated as of June 15, 1994 in each case, between the Owner Trustee and the Indenture Trustee, a memorandum of which documents were recorded with the Interstate Commerce Commission (as predecessor to the Surface Transportation Board) under Recordation No. 18863-A on June 30, 1994 at 10:05 a.m. and Recordation No. 18863-G on December 23, 1994 at 11:50 a.m., respectively, (as modified, amended and supplemented to the date hereof, the "**Indenture**"), and capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Amendment have the respective meanings specified therefor in the Indenture.

WHEREAS, Owner Trustee and Indenture Trustee desire to substitute the Unit currently subject to the Lien of the Indenture described in Schedule 1 (the "**Replaced Unit**") with the Unit described in Schedule 2 attached hereto (the "**Replacement Unit**")

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the parties hereto hereby agree as follows:

1 By the execution and delivery of this Amendment, Owner Trustee and Indenture Trustee agree that the reference in Annex to the Indenture Supplement to the Unit described in Schedule 1 hereto shall be deleted and replaced with a reference to the Unit described in Schedule 2 hereto.

2. Owner Trustee and Indenture Trustee agree that for all purposes of the Indenture and the other Operative Documents, (a) the Replacement Unit shall be deemed to be included in the Trust Indenture Estate and be subjected to the Lien of the Indenture, and shall be deemed a "Unit" as such term is defined therein in place of the Replaced Unit; (b) the Replacement Unit shall be deemed to have the same Equipment Cost, Rent, and Casualty Value as that of the Replaced Unit, and (c) the Replaced Unit is hereby released from the Lien of the Indenture and the Indenture is terminated with respect to the Replaced Unit

3. Owner Trustee and Indenture Trustee hereby reaffirm all of the terms, provisions and conditions of the Indenture.

3. This Amendment may be executed in several counterparts (or upon separate signature pages bound together into one or more counterparts), such counterparts together constituting but one and the same instrument

4. Each of the parties hereto hereby authorizes the preparation, execution, delivery and/or filing of such documents and records, including, without limitation, Uniform Commercial

Code financing statements (including, initial financing statements, amendments, continuation statements, correction statements, and termination statements), at Lessee's expense, that are required to carry out the intent and purpose of this Amendment and of the Indenture.

[Amendment to Indenture Supplement No 3 (Amtrak Trust 94-B)]

IN WITNESS WHEREOF, the parties have caused this Amendment to Indenture Supplement No. 3 to be duly executed by their respective duly authorized officers as of the date first set forth above.

WILMINGTON TRUST COMPANY, not
in its individual capacity, but solely as
Owner Trustee

By: 
Name: Chad May
Title: Financial Services Officer

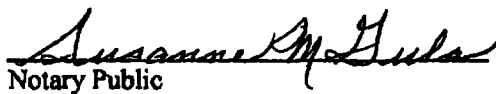
**WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION**, as
Indenture Trustee

By: _____
Name: _____
Title: _____

[Amendment to Indenture Supplement No. 3 (Amtrak Trust 94-B)]

STATE OF DELAWARE)
) ss.:
COUNTY OF NEW CASTLE)

On this 11th day of November, 2011 before me personally appeared
Chad May to me personally known, who, being by me duly sworn, says that he/she is
the Financial Services Officer of WILMINGTON TRUST COMPANY, that the foregoing instrument
was signed on behalf of said Delaware trust company by authority of its Board of Directors, and
he/she acknowledges that the execution of the foregoing instrument was the free act and deed of
said trust company.


Notary Public

My Commission Expires. _____

SUSANNE M. GULA
Notary Public - State of Delaware
My Comm. Expires Nov. 21, 2011

[Amendment to Indenture Supplement No. 3 (Amtrak Trust 94-B)]

IN WITNESS WHEREOF, the parties have caused this Amendment to Indenture Supplement No. 3 to be duly executed by their respective duly authorized officers as of the date first set forth above.

WILMINGTON TRUST COMPANY, not
in its individual capacity, but solely as
Owner Trustee

By: _____
Name:
Title:

**WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION**, as
Indenture Trustee

By: Val T. Orton
Name: Val T. Orton
Title: Vice President

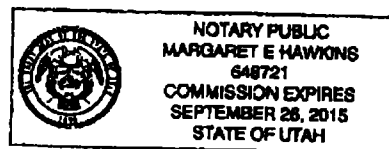
[Amendment to Indenture Supplement No. 3 (Amtrak Trust 94-B)]

STATE OF UTAH)
) ss.:
COUNTY OF SALT LAKE)

On this ____ day of _____, 2011, before me personally appeared
Val T. Orton, to me personally known, who being by me duly sworn, says that he
is a Vice President of WELLS FARGO BANK NORTHWEST,
NATIONAL ASSOCIATION, a national banking association, that said instrument was signed on
behalf of said national banking association by authority of its Board of Directors, and he
acknowledges that the execution of the foregoing instrument was the free act and deed of said
national banking association.

M. J. L.
Notary Public

My Commission Expires: Sept. 24, 2015



SCHEDULE 1 TO
AMENDMENT TO INDENTURE SUPPLEMENT NO 3

DESCRIPTION OF REPLACED UNIT

<u>Equipment Type</u>	<u>Amtrak Car No.</u>
Superliner II Sleeper	32103

SCHEDULE 2 TO
AMENDMENT TO INDENTURE SUPPLEMENT NO 3

DESCRIPTION OF REPLACEMENT UNIT

<u>Equipment Type</u>	<u>Amtrak Car No.</u>
Superliner Sleeper	32018

CERTIFICATION

I, Edward M Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated

11-13-11

8/1/2013

Edward M Luria